

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") between the City of Greensboro (the "City") and former Chief Gregory H. Grayson (the "Undersigned") is entered into as of the effective date listed below.

WHEREAS, the Undersigned contends he is entitled to post-retirement health care premiums at a "less than 25 years of service" rate as reflected on his executed 2015 Retiree Insurance Selection Form; and

WHEREAS, the City contends that the Undersigned is eligible for post-retirement health care premiums at the "less than 20 years of service" rate based on approximately eight years of credible service with the City.

THEREFORE, for and in consideration of the terms in this Agreement and other good and valuable consideration, receipt and sufficiency of which is acknowledged, the parties agreed as follows:

1. The dispute among the parties and this Agreement arise out of the execution of the Undersigned's 2015 Retiree Insurance Selection Form on May 26, 2015, which reflects that the Undersigned is entitled to post-retirement health care premiums at a "less than 25 years of service" rate.
2. **RATE AGREEMENT:** The City agrees to allow the Undersigned to receive post-retirement health care premiums at the "20 years of service" rate, resulting in premiums of \$1,311.00 per month for the Family Choice Plan. The parties agree that this rate will become effective on the month following the City Attorney's Office receiving the executed Agreement. The parties further agree that should the Undersigned suspend coverage, he will subsequently be permitted to re-enter a health plan at the "20 years of service" rate.
3. **VARIABLE RATES:** The Undersigned understands that the rate quoted in numerated paragraph #2 is for one calendar year. The Undersigned further understands that each year, rates are subject to review and subject to change. The Undersigned agrees that he will be responsible for any annual changes in premiums based on the "20 years of service" rate.
4. **REIMBURSEMENT:** The parties agree that on or about January 27, 2017, the Undersigned enrolled in the Family Choice Plan at a rate of \$1,619.00 per month, based on less than 20 years of service. Coverage went into effect on February 1, 2017. The Undersigned understands that on February 25, 2017, the amount of \$1,619.00 will be automatically drafted from his pension payment, as allocated at the time of his enrollment in the Family Choice Plan.

The City agrees to reimburse the Undersigned in the amount of \$616.00. This amount constitutes the difference in rates paid for less than 20 years of service and the rates based on 20 years of service. Once the executed Agreement is received by the City

Attorney's Office, a reimbursement check will be issued to the Undersigned and mailed directly to the Law Office of Seth Cohen.

5. **GENERAL RELEASE:** The Undersigned, by and for his heirs, predecessors, successors and assigns, acquit and forever release and discharge the City, its agents, employees, insurers, successors and assigns, affiliates, attorneys, subordinates, and subsidiaries, from any and all causes of actions, claims, rights and demands whatsoever, known and unknown, liquidated or contingent, in law or equity, whether in tort or contract, whether under North Carolina law or other law, which the Undersigned had, now has, or may accrue in the future, against the City arising out of any damage to or otherwise relating to the alleged breach of contract involving the post-retirement payment of health care premiums.
6. **ENTIRE COMPENSATION:** The Undersigned agrees that the Rate Agreement and Reimbursement, as described above, shall constitute the entire amount of monetary consideration provided under this Agreement, that the Undersigned is not entitled to any further monetary consideration whatsoever from the City or any affiliated entity, and that the Undersigned will not seek any further compensation or consideration for any other claimed damages, costs, or attorneys' fees in connection with the matters encompassed in this Agreement or any other events or circumstances that existed or occurred prior to the Undersigned's execution of this Agreement.
7. **NO FURTHER LEGAL RE COURSE:** The Undersigned shall not pursue any other causes of action or claims in any judicial, quasi-judicial, or other proceeding that he had, now has, or may have in the future against the City arising from the alleged breach of contract.
8. **NO ADMISSION OF LIABILITY:** The parties acknowledge and agree that this Agreement settles disputed claims and is not an admission of liability on the part of the City.
9. **DUPLICATE ORIGINALS:** This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute but one document.
10. **BINDING EFFECT:** This Agreement shall be binding upon THE undersigned, the City, and their heirs, successors, assigns, and the like.
11. **INTEGRATION AND WAIVER:** The entire agreement, intent, and understanding between the parties are contained in the provisions of this Agreement and any stipulations, representations, promises, or agreements, written or oral, made prior to or contemporaneously with this Agreement shall have no legal or equitable effect or consequence unless reduced to writing herein. No waiver of any of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver.

12. COSTS AND ATTORNEY'S FEES: The parties shall bear all of their own costs and attorney's fees.

13. GOVERNING LAW AND VENUE: This Agreement shall only be interpreted, governed, and construed in all respects according to the laws of the State of North Carolina without regard to conflict of law principles. The courts of the State of North Carolina located in Guilford County shall have sole and exclusive jurisdiction to hear all disputes that arise under this Agreement.

14. DRAFTING OF AGREEMENT: Each party has participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against any of the parties, and shall be interpreted as if the parties hereto jointly prepared it.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each party has executed this Agreement.

CAUTION: READ BEFORE SIGNING

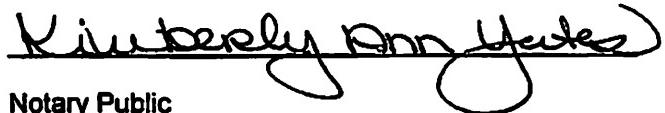


Gregory H. Grayson

STATE OF NORTH CAROLINA

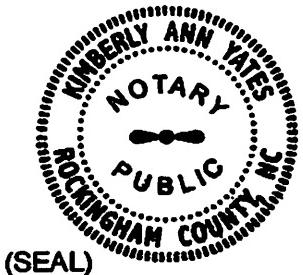
COUNTY OF Guilford

SWORN TO AND SUBSCRIBED before me in my presence, voluntarily for the purposes stated therein, in the county and state indicated above, this the 22 day of February 2017. That the undersigned has personal knowledge of the identity of the principal or satisfactory evidence of the principal's identity by having inspected a picture identification.



Kimberly Ann Yates

Notary Public



Kimberly Ann Yates

Printed Name

My Commission Expires: 3-2-2020

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act

By: R. L. Lusk
Finance Officer

Date: 2/25/2017

Approved as to Form:

By: J. H. S.
City Attorney

Date: 2/23/2017

THE CITY OF GREENSBORO

By: Elizabeth H. Richardson
Title: Notary Clerk
Effective Date: 2-24-2017

STATE OF NORTH CAROLINA

COUNTY OF Davidson

SWORN TO AND SUBSCRIBED before me in my presence, voluntarily for the purposes stated therein, in the county and state indicated above, this the 24 day of February, 2017. That the undersigned has personal knowledge of the identity of the principal or satisfactory evidence of the principal's identity by having inspected a picture identification.

Mary A. McCollough

Notary Public

Mary A. McCollough

Printed Name

(SEAL)

My Commission Expires: 9/4/17

1.0.1. *Geometrische Statistik* (Geometrische Statistik)

